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8 Attorneys for Defendants PROOFPOINT, INC.
and ARMORIZE TECHNOLOGIES, INC.

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN JOSE DIVISION

14 FINJAN, INC.,

15 Plaintiff,

16 vs.

17 PROOFPOINT, INC. AND ARMORIZE
TECHNOLOGIES, INC.,

18 Defendants.

Case No. 5:13-CV-05808-BLF-HRL

**DECLARATION OF SAM STAKE IN
SUPPORT OF DEFENDANTS
PROOFPOINT, INC. AND ARMORIZE
TECHNOLOGIES, INC.'S
ADMINISTRATIVE MOTION FOR
LEAVE TO BRIEF ADDITIONAL CLAIM
TERMS FOR CONSTRUCTION, FOR
ADDITIONAL PAGES FOR CLAIM
CONSTRUCTION BRIEFING, AND TO
FILE A CLAIM CONSTRUCTION
SURREPLY**

1 I, Sam Stake, declare as follows:

2 1. I am an attorney licensed in good standing in the State of California, and have filed a
3 notice of appearance in this Court in this litigation. (Dkt. No. 111.)

4 2. I am an associate at Quinn Emanuel Urquhart & Sullivan, LLP, and I represent
5 Proofpoint, Inc. and Armorize Technologies, Inc. (collectively "Proofpoint"). I have personal
6 knowledge of the facts set forth in this declaration and, if called as a witness, could and would
7 testify to such facts under oath.

8 3. I submit this declaration in support of Proofpoint's Administrative Motion for Leave To
9 Brief Additional Claim Terms for Construction, For Additional Pages for Claim Construction
10 Briefing, and To File a Claim Construction Surreply.

11 4. On January 22, 2015, counsel for Proofpoint met and conferred by telephone with
12 counsel for Finjan for the purpose of narrowing claim construction terms in dispute and
13 identifying the most significant terms to the resolution of the case.

14 5. During this meeting, counsel for Finjan declined to attempt to reach agreement on any
15 claim terms in dispute, and instead stated that it would identify any terms it agreed to in the draft
16 of the parties' Joint Claim Construction and Prehearing Statement.

17 6. Counsel for Finjan sent its draft of the Joint Claim Construction and Prehearing
18 Statement to counsel for Proofpoint on January 23, 2015. This draft contained only two terms
19 identified as constructions upon which the parties agreed.

20 7. In response, counsel for Proofpoint agreed to Finjan's proposed constructions for three
21 additional terms.

22 8. On February 3, 2015, counsel for Proofpoint wrote to counsel for Finjan to ask for
23 Finjan's consent to the following modifications to claim construction briefing: an additional 10
24 pages for opening and responsive claim construction briefs; a 15-page surreply brief for
25 Proofpoint, and to not limit the number of claim terms briefed, subject to the page limit for the
26 claim construction briefs. Alternatively, Proofpoint's counsel requested a meet and confer to
27 discuss the modifications. Attached hereto as **Exhibit A** is a true and correct copy of this
28 correspondence.

